

## **IV – Representations and Instructions**

### **Section L**

#### **Instructions, Conditions, and Notices to Offerors**

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## L.1 FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

**Table L-1. Solicitation Provisions Incorporated by Reference**

<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information; See FAR 52.104(d)</b>
FAR 52.204-7	System for Award Management (Oct 2018)	
FAR 52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)	
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)	
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2017)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010)	Alt III, (c) As specified in Section L Alt IV, (b) As specified in Section L
FAR 52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: 5.4%; Female Goal: 6.9% (e) Richland, Benton County, WA
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
FAR 52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993) (Note: The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in Section L.15.)	

FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
FAR 52.237-1	Site Visit (Apr. 1984)	
FAR 52.250-2	SAFETY Act Coverage Not Applicable (Feb 2009)	
DEAR 952.219-70	DOE Mentor-Protégé Program (May 2000)	
DEAR 952.227-84	Notice of Right to Request Patent Waiver (Feb 1988)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

## L.2 FAR 52.216-1, Type of Contract (Apr 1984)

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Cost Reimbursement (CR) Task Orders may be issued resulting from this solicitation.

## L.3 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

## L.4 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

## L.5 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the *Procurement Integrity Act*, 41 U.S.C. §§ 2101-2107.

## L.6 DOE-L-2025 Intention to Bid/Propose (Oct 2015)

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to [TCC@emcbc.doe.gov](mailto:TCC@emcbc.doe.gov) not later than 20 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

## L.7 Offer Acceptance Period

The Offeror’s proposal shall be valid for 270 calendar days after the required due date for proposals.

## **L.8 DOE-L-2001 Proposal Preparation Instructions – General (Oct. 2015) Alternate I and Alternate II (Oct. 2015) (Revised)**

(a) Definitions.

- (1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (2) Teaming Subcontractor. A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Approach and that the prime Offeror considers necessary to enhance its team’s Technical and Management Approach or ability to meet delivery requirements within the Master IDIQ PWS. Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, *Subcontracted Work*, requirement and other small business goals in this Contract.

(b) Availability of the solicitation, amendments, and other documents-electronic media.

- (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information. (Offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature.) No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at <https://www.emcbc.doe.gov/SEB/TCC>. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(c) Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management at <https://www.sam.gov>.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered.

By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

- (3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper and electronic copies of each proposal volume as indicated in the table below. The content in the paper and electronic copies shall be identical. The only exceptions are as follows:
  - (i) Financial statements, annual report(s), and financial capability information (required by Section L.15) shall be included in the electronic submission, USB flash drive copies, and the signed original only and are not required to be included in the additional paper copies.
  - (ii) The tabs entitled "Estimating Flat File" and "Sub Estimating Flat File" that are included in Attachment L-6, *Cost Detail Worksheets* and *Subcontract Cost Detail Worksheets* shall only be included in the electronic submission and USB flash drive copies. No paper (original or copy) submittal is required. The electronic version of the tabs entitled, "Estimating Flat File" and "Sub Estimating Flat File" that are included in Attachment L-6, *Cost Detail Worksheets* and *Subcontract Cost Detail Worksheets*, submitted through FedConnect, will constitute part of the binding offer.

The paper copies shall be delivered and received no later than the proposal due date, as follows:

**MAIL TO (see table below for number of hard and electronic copies):**

U S. Department of Energy – Hanford  
Attention: George Champlain, Contracting Officer  
Address: 2430 Stevens Center Drive, Suite 258  
City/State/Zip: Richland, WA 99354

E-mail: [TCC@emcbc.gov](mailto:TCC@emcbc.gov)  
Phone: (509) 376-6678

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.  
RFP No. 89303319REM000044

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address(es) should arrange for delivery between the hours of 8:30am – 4:00pm (Pacific Time) and contact the Contracting Officer in advance to advise of the anticipated delivery date and time.

- (5) In addition, Offerors shall provide USB flash drives that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via USB flash drive copies are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.



- (6) The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

**Table L-2. Copy Requirements**

<b>Proposal Volume – Title</b>	<b>Number of Hard Copy Proposals Required (Hanford)</b>	<b>Number of USB Flash Drives Required (Hanford)</b>
Volume I – Offer and Other Documents	1 signed original and 2 copies	2
Volume II – Technical and Management Proposal	1 signed original and 10 copies	10
Volume III – Cost and Fee Proposal	1 signed original and 6 copies	6

- (d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, *Evaluation Factors for Award*, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. cursory responses or responses which merely repeat or reformulate the PWS will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

- (e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
- (i) Volume I, *Offer and Other Documents* - No page limit.
  - (ii) Volume II, *Technical and Management Proposal* - See page limitations identified in each factor.
  - (iii) Volume III, *Cost and Fee Proposal* - No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of

contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

- (3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, *Cost and Fee Proposal*, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Cross reference matrix. The Offeror shall provide a cross reference matrix within Volume II and Volume III, which correlates the proposal by page and paragraph number to the Master IDIQ PWS and/or Task Order, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.
- (3) Page size. Page size shall be  $8\frac{1}{2} \times 11$  inches for text pages, excluding foldouts. When  $8\frac{1}{2} \times 11$  inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed  $11 \times 17$  inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information, are not counted as a page. Use of  $11 \times 17$  binders for the Volume III, *Cost and Fee Proposal*, is permitted.
- (4) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font. Paragraph headings and section titles may use Arial or Times New Roman font, 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable. Print type used in completing forms attached to this RFP as Microsoft® Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and  $11 \times 17$  shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages ( $11 \times 17$ s) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on  $11 \times 17$ s. Each  $11 \times 17$  page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, *Instructions to Offerors-Competitive Acquisition*. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and three columns of text per page on landscape pages are acceptable.
- (6) Page numbering. All pages shall be sequentially numbered by volume.

- (7) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format (PDF) file (must be in a searchable format, not scanned), except the following specific Volume III files:
  - (i) Electronic copies of financial statements and Annual Reports shall be submitted in PDF (PDF files are required).
  - (ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.
  - (iii) Cost and Fee Proposal tables shall be organized and submitted in native file format.
  - (iv) The proposed integrated schedule shall be submitted as a Primavera P6 (P6), “.XER” file type.
  - (v) The files shall not be password protected or contain other security restraints unless access information is provided.
- (8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed, loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies and label the original as “Copy No. 1”). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (9) Excel printed paper formatting. As part of the Offeror’s proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel® worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.
- (g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.
- (h) Questions.
  - (1) Questions regarding this solicitation must be submitted to [TCC@emcbc.doe.gov](mailto:TCC@emcbc.doe.gov) no later than 10 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within 3 business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least 2 weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
  - (2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to [TCC@emcbc.doe.gov](mailto:TCC@emcbc.doe.gov).

- (i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.
- (k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
- (m) Allowable Salary for Key Personnel: Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, *Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits*, within 20 days after initial Notice to Proceed (NTP), the Contractor will submit DOE Form 3220.5, *Application for Contractor Compensation Approval*, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information, such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.

## **L.9 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct. 2015)**

- (a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:

### **(1) Section H:**

- (i) DOE-H-2017, *Responsible Corporate Official and Corporate Board of Directors (Oct 2014)*

(ii) DOE-H-2052, *Representations, Certifications, and Other Statements of the Offeror (Oct 2014)*

(iii) DOE-H-2058, *Designation and Consent of Teaming Subcontracts (Oct 2014)*

(iv) DOE-H-2070, *Key Personnel – Alternate I (Oct 2014)*.

(2) Section I:

(1) FAR 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)*

(2) FAR 52.223-3, *Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)*

(3) FAR 52.227-23, *Rights to Proposal Data (Technical) (Jun 1987)*.

(3) Task Order Fill-Ins:

(c) Standard Form 33, *Solicitation, Offer and Award* – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

(1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions, as stated in the solicitation, is explicitly stated by the Offeror in accordance with the below subsection (g), *Exceptions and Deviations*.

(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(3) The Offeror shall insert 270 calendar days in block 12 of the SF 33 in accordance with Section L provision DOE-L-2015, *Offer Acceptance Period*.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number. (Reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*.)

(2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1).

(4) Negotiators. Name(s), title(s), telephone number, and email address of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1).

(5) Government agency administration. Government agency(ies) and the name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR Subpart 42.3, *Contract Administration Office Functions*, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities. Offerors shall provide the following information:

- (1) Name, address, and DUNS number for all proposed Teaming Subcontractors, as defined in DOE-L-2001, *Proposal Preparation Instructions – General*, Section (a)(2).
  - (2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
    - (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
    - (ii) Teaming agreement(s) and operating agreement (if applicable) that will remain in effect after any contract award and that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.
- (f) Representations and certifications.
- (1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, *Annual Representations and Certifications*, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.
  - (2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.
  - (3) The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K Clause entitled, *Representations, Certifications, and Other Statements of the Offeror*.
- (g) Exceptions and deviations.
- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions for deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.
  - (2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.
- (h) Facility Clearance verification. (Revised)

The Offeror shall submit the U.S. Department of Defense (DoD) Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission (NRC) facility clearance number for the Offeror, subcontractors, and team members who will perform work requiring facility clearance verification under a contract resulting from this solicitation. See DOE O 470.4B, Change 2, *Safeguards and Security Program*, for work requiring facility clearance verification. If the Offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73, *Facility Clearance*, found elsewhere in this Section L. Further information is available at <https://foci.anl.gov>.

All Offerors, their subcontractors (if applicable), or team members that do not possess a CAGE code or DOE/NRC facility clearance number who will perform work requiring facility clearance verification, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at <https://foci.anl.gov>. Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a facility clearance who will perform work requiring facility clearance verification.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF 328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "Richland Operations Office" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field.

(i) Performance Guarantee Agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, *Performance Guarantee Agreement*. See Section L, Attachment L-1 entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, *Responsible Corporate Official and Corporate Board of Directors*.

(k) Small business subcontracting plan.

- (1) A completed and acceptable Master Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, *Small Business Subcontracting Plan*, Alternate II, and proposal instructions herein. The Master Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a large business and it will be incorporated into the resultant contract as Section J, Attachment entitled, *Master Small Business Subcontracting Plan*.
- (2) To be considered acceptable, the Offeror's plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except goals. Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each element identified in FAR

52.219-9, except goals, in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702, *Statutory Requirements* (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.

- (3) The Offeror shall establish separate small business subcontracting goals at the Task Order level that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Offeror shall establish minimum goals for each small business category as follows (Table L-3):

**Table L-3. Small Business Category**

Small Business Category	Small Business Goals
Small Businesses (categories below are subsets within this category)	60%*
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Historically Under-Utilized Business Zone (HUBZONE)	3%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.	

- (4) Proposed small business goals shall be the percent of total subcontracted work specified in each Task Order and in compliance with the Offeror's Master Small Business Subcontracting Plan. For proposal preparation purposes, the Offeror shall submit separate subcontracting goals for each Task Order for small business participation, and they shall comply with the goals in Table L-3 and the requirements of the Section H Clause entitled, *Subcontracted Work*, and FAR 52.219-9.

(l) Community Commitment Plan.

The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the Site. See the Section H clause entitled, DOE-H-2045, *Contractor Community Commitment*. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K Clause entitled, *Organizational Conflicts of Interest Disclosure*, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI (not identified in the performance restrictions described in the Section H Clause entitled, *Organizational Conflict of Interest Between Hanford Site Contracts*), the Offeror shall submit an appropriate draft OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed draft OCI mitigation plan for evaluation purposes, this would be



handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals*.

Pursuant to FAR 9.5, *Organizational and Consultant Conflicts of Interest*, DOE has evaluated the Tank Closure Contract (TCC) for potential OCI and has determined that the TCC scope of work will create an actual OCI between the contractor performing the current Mission Support Contract (MSC) work, or any future contract with the same scope. DOE has further determined that the OCI cannot be neutralized or mitigated.

To avoid the OCI, DOE has determined that the TCC Contractor and its team members, as defined in FAR 9.6, *Contractor Team Arrangements*, may not be concurrently performing the work scope as a prime contractor under the MSC awarded in 2009; and not concurrently:

- (1) A prime contractor for the HMESC, the MSC's successor contractor; or
- (2) An HMESC (or successor contractor) subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime contractors and subcontractors described above. In submitting its offer, the Offeror agrees to the above restriction. (See also Contract Clause H entitled, *Organizational Conflict of Interest Between Hanford Site Contracts*.) It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of proposal submission, the Offeror shall submit an OCI mitigation plan demonstrating how the Offeror will achieve compliance.

Note: This proposal requirement is separate and distinct from the Contract requirement stated at DOE-H-2035, *Organizational Conflict of Interest Management Plan*, which applies throughout the full period of performance.

- (n) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and the point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known first-tier subcontractors with anticipated subcontracts of \$10 million.

- (o) Earned Value Management System (EVMS) Documentation.

The Offeror shall provide the EVMS documentation required under Section K provision entitled, *Notice of Earned Value Management System*.

## **L.10 DEAR 952.204-73, Facility Clearance (Aug 2016)**

### **Notices**

Section 2536 of title 10, *United States Code*, prohibits the award of a contract under a national security program to an entity controlled by a foreign Government, if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract, unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and FOCI information are

required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a DoD or a DOE Facility Clearance generally need not resubmit the following foreign ownership information, unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DoD assigned CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 328.

- (1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the SF 328, *Certificate Pertaining to Foreign Interests*, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the FOCI information in the format directed by DOE. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the CO.
- (2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in SF 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI, which could affect the Offeror's answers to the questions in SF 328. Notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the US Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

- (1) Foreign Interest means any of the following:
  - (i) A foreign Government, foreign Government agency, or representative of a foreign Government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country, other than the United States, or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) FOCI means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) "Facility Clearance" means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable FOCI determination based upon the Contractor's response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than six months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case by case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The CO may require the Offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the CO, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in SF 328, *Certificate Pertaining to Foreign Interests*, directly to the prime Contractor or the CO for the prime contract.

**Notice to Offerors - Contents Review (Please Review Before Submitting)**

Prior to submitting the SF 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

- (1) The SF 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the Government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

**Note:** A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

### **L.11 DOE-L-2003 Proposal Preparation Instructions, Volume II – Technical and Management Proposal – General (Oct 2015) (Revised)**

- (a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, *Evaluation Factors for Award*.
- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, *Proposal Preparation Instructions*, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the Task Order 1 – Transition; Sample Task Order 2 – Single-Shell Tank (SST) Retrieval and Closure; and Task Order 3 – Efficient Base Operations; rather, Offerors shall provide their specific approach and capabilities to perform Task Order 1, Sample Task Order 2, and Task Order 3. Moreover, Offeror shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.
- (d) The Offeror's proposal submission, including Volumes II and III, shall include "Teaming Subcontractors" as defined in DOE-L-2001, *Proposal Preparation Instructions – General*, Section (a)(2).
- (e) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

### **L.12 Proposal Preparation Instructions, Volume II – Key Personnel**

**Factor 1: Key Personnel** (*The Key Personnel section shall not exceed five [5] pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four [4] pages for each resume and one [1] page for each letter of commitment.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel:

- (a) Key personnel. The Offeror shall propose the required Program Manager, and the Offeror may propose other key personnel which will be incorporated into the Master IDIQ Contract through the clause at DOE- H-2070, *Key Personnel*. Only one individual may be proposed for each key personnel position.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall provide resumes only for the proposed key personnel. The Offeror shall not provide the names or qualifications of any non-key personnel.

- (1) The Offeror shall provide the rationale for the selection of the proposed non-required Key Personnel positions regarding why they are essential to the successful performance of the Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS.
- (2) The Offeror shall describe the Key Personnel Team make-up that demonstrates the nine elements in paragraph (b)(1)(i), below.
- (3) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors; and the Key Personnel authority level and the extent to which each key personnel position will have access to corporate resources.
- (4) The Offeror shall confirm the availability of the Key Personnel as being full-time assigned to the contract and that their permanent duty station is located on the Hanford Site or within the Tri-Cities and local surrounding area.

Failure of the Offeror to propose the required Key Personnel position, or to confirm the availability of the Key Personnel as being full-time assigned to the contract; and that their permanent duty station is located on the Hanford Site or within the Tri-Cities and local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

- (1) The Offeror shall provide written resumes for all proposed Key Personnel in the format shown in Attachment L-2. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:
  - (i) Relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work. Additionally, the Offeror shall provide information for the Key Personnel team that addresses the following nine elements: (i) Experienced in promoting and enabling change within an organization; (ii) Demonstrated professional career progression within the last five (5) years; (iii) Recent experience in direct project execution in the field; (iv) Experienced at formal partnering with client(s) that achieved measurable performance improvements; (v) Experienced in developing innovative approaches and their implementation; (vi) Experienced in incentive-based contracting; (vii) Experienced in employee incentive program design and implementation; (viii) Experienced in commercial and public projects; and (ix) Experienced in successful regulatory interactions and reform. While each key person may not necessarily possess each of the nine elements, the key personnel team as a whole shall demonstrate each of the elements.

- (ii) Education, specialized training, certifications, and licenses that support the individual's qualifications and suitability for the proposed position; and
  - (iii) At least three references having direct knowledge of the qualifications of the proposed key person.
- (2) By submission of each resume, the key person and Offeror authorize the DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to further assess each individual's suitability for the proposed position. DOE may contact any or all of the references or past employers as a part of its evaluation of the key personnel.
- (c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed (NTP) is issued for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows:

*"I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of Offeror) receives the award and will perform in the proposed position for a minimum of three (3) years beginning on the date the Notice to Proceed (NTP) is issued for the Transition Period of the contract.*

*I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located on the Hanford Site or within the Tri-Cities and local surrounding areas."*

Failure to submit a signed letter of commitment will adversely affect the Government's evaluation of the proposal.

- (d) Oral problem scenarios – key personnel and oral interview – Program Manager.

- (1) Oral problem scenarios – key personnel.

DOE will conduct oral problem scenarios with each Offeror's proposed key personnel team.

All of the Offeror's proposed key personnel shall actively participate in the oral problem scenarios and be physically present. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend. However, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee.

The problem-solving scenarios will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The scenarios will allow the Offeror to demonstrate its key personnel's leadership, teamwork, communications, knowledge of the Master IDIQ PWS, and problem-solving capabilities both individually and as a team. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response; however, the team will not be allowed to ask DOE questions. The scenarios will not be provided to Offerors in advance of the oral problem scenarios. Offerors may not present any formal presentation prepared in advance.

- (2) Oral interview – Program Manager

DOE will conduct an oral interview with each Offeror’s proposed Program Manager for the purpose of determining this individual’s qualifications and suitability, including leadership capability for the proposed position.

A question and answer, oral interview format will be used. A set of questions will be asked of each Offeror’s Program Manager. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

- (i) DOE will provide flip-charts and markers for the Offeror’s key personnel to use during the oral problem scenarios and oral interview. All presentation materials used will be retained by DOE.
- (ii) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The key personnel are prohibited from contacting anyone during the oral problem scenarios and oral interview.
- (iii) DOE may make a recording of the oral problem scenarios and oral interview, including the Offeror’s preparations for the oral problem scenarios. After award, a copy of the video recording may be provided to the Offeror upon request.

(4) Schedule.

Each Offeror will be notified within 5 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral problem scenarios and oral interview. The oral problem scenarios and oral interview will commence within approximately 15 working days after the proposal submission deadline. DOE reserves the right to conduct the oral problem scenarios and oral interview outside of this approximate timeline or to reschedule an Offeror’s oral problem scenarios and oral interview. DOE will not consider a request from an Offeror to reschedule its oral problem scenarios and oral interview, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral presentations.

(5) Oral problem scenarios and oral interview agenda.

The following tentative agenda is anticipated to be used for the oral problem scenarios and oral interview. The agenda shows the various segments of the oral problem scenarios and oral interview, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to each Offeror the final agenda when DOE notifies the Offeror of the scheduled date, time, and location for its oral problem scenarios and oral interview.

**Table L-4. Tentative Agenda**

Segment	Time Duration	Description
Government Introductions and Instructions	Approximately 5 minutes	Introduction of the DOE personnel; the CO will provide logistical information and instructions.
Offeror Introductions	Approximately 5 minutes	Opening remarks by Offeror’s proposed Program Manager and introduction of key personnel.

Segment	Time Duration	Description
Scenario #1	Up to 105 minutes	Preparation and response to scenario #1. The Offeror shall read the problem statement and prepare a response to the problem statement; and DOE will observe the Offeror during preparation of its response (duration of up to 60 minutes). The Offeror shall then present its problem response to DOE (duration of up to 45 minutes).
Break	15 minutes	
Scenario #2	Up to 105 minutes	Preparation and response to scenario #2. The Offeror shall read the problem statement and prepare a response to the problem statement; and DOE will observe the Offeror during preparation of its response (duration of up to 60 minutes). The Offeror shall then present its problem response to DOE (duration of up to 45 minutes).
Lunch Break	60 minutes	Following the break, only the Offeror's Program Manager shall return.
Oral Interview: DOE Interview of the Offeror's Program Manager	60 minutes	DOE will conduct an interview with the proposed Program Manager. A set of questions will be asked of each Offeror's Program Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.

- (6) Limitations of oral problem scenarios and oral interview. The oral problem scenarios and oral interview will not-
- (i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;
  - (ii) Constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals*, or obligate the Government to conduct discussions; nor
  - (iii) Constitute a "proposal revision" as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written proposal.

### **L.13 DOE-L-2004 Proposal Preparation Instructions, Volume II – Technical and Management Approach (Oct 2015) (Revised)**

**Factor 2: Technical and Management Approach** *(The Technical and Management Approach shall be submitted in response to the Master IDIQ PWS within Task Order 1 – Transition, Sample Task Order 2 – SST Retrieval and Closure, and Task Order 3 – Efficient Base Operations (Attachments L-11, L-12, and L-13) and shall not exceed 25 pages total (inclusive of all Task Orders), exclusive of the integrated schedule.)*

- (a) Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror's proposed technical and management approach:
- (b) Technical Approach Elements – Sample Task Order 2 – SST Retrieval and Closure: The Offeror shall fully describe its technical approach to achieve Sample Task Order 2 – SST Retrieval and Closure. The Offeror shall describe the viability (including previous successful implementation of proposed



initiatives), effectiveness, and expected impacts to include risk and risk mitigation of its technical approach to the Hanford Site.

- (c) Technical Approach Elements – Task Order 3 - Efficient Base Operations: The Offeror shall fully describe its technical approach to achieve Task Order 3 - Efficient Base Operations. The Offeror shall put emphasis on the technical approach to Master IDIQ PWS Section 2.1.1 Tank Closure Mission Strategy. The Offeror shall describe the viability (including previous successful implementation of proposed initiatives), effectiveness, and expected impacts to include risk and risk mitigation of its technical approach to the Hanford Site.
- (d) Management Approach Element: The Offeror shall fully describe its management approach and organizational structure to effectively manage, implement and execute multiple Task Orders; to interface and collaborate with Other Hanford Contractors(OHC); and, to partner with DOE and the Regulators to achieve the Tank Closure Mission.
- (e) Contractor Human Resource Management: The Offeror shall describe its understanding and approach to the following Contractor Human Resource Management activities:
  - (1) Management and administration of pension and benefit plans as described in Section H clause entitled, DOE-H-2001, *Employee Compensation: Pay and Benefits (Oct 2014)*; and
  - (2) Management of a large workforce, including Union represented and non-represented labor.

As part of its approach to (1) and (2) above, the Offeror shall provide information that demonstrates its expertise (on staff or contracted personnel); and with regard to (2) above its understanding of the Service Contract Labor Standards (as enacted in the Service Contract Act), in particular Section 4(c), currently codified at 41 USC Chapter 67, and how it affects a Union represented workforce.

- (f) Integrated Schedule: The Offeror shall provide a Primavera P6 (P6) integrated resource-loaded schedule that identifies the time phasing of work for Task Order 1 – Transition and Task Order 2 – SST Retrieval and Closure, and the activities necessary to achieve the two Task Orders (down to the Work Package Level). The Offeror shall provide S-curves from P6, identifying their resource usage profile and Full Time Equivalents (FTEs). The integrated schedule shall include all work specified in Task Order 1 – Transition and Task Order 2 – SST Retrieval and Closure, consistent with the proposed technical approach, and with consideration to the constraints identified in Attachment L-8, *Cost Assumptions*.
- (g) Subcontracting Approach: The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement defined in the Section H clause entitled, *Subcontracted Work*, for the entire Master IDIQ PWS.

## **L.14 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (Oct 2015)**

**Factor 3: Past Performance** (*The Past Performance section shall be limited to the Attachment L-3, Past Performance Reference Information Forms, which are limited to up to nine pages per contract; the Attachment L-5, List of Contracts Terminated for Default, the Attachment L-10, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (Attachment L-3, Past Performance Reference Information Form, Attachment L-5, List of Contracts

Terminated for Default, Attachment L-10, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror's past performance:

- (a) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to three (3) contracts, either currently being performed or completed for each proposed Teaming Subcontractor(s). The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last four (4) years from the original solicitation issuance date. Contracts may be, but are not limited to, contracts, Task Orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.
- (b) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the Master IDIQ PWS. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the Master IDIQ PWS); size – dollar value (approximate average annual value) and contract period of performance; and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope). The Offeror shall demonstrate actual prior innovations, work performance improvements, cost efficiencies, and successful partnerships with the Government, Client, and Regulators.
- (c) Teaming Subcontractor past performance. In addition to the Offeror's information on relevant past performance, the Offeror shall provide information on the recent and relevant past performance for any proposed Teaming Subcontractors that are proposed to perform work under the contract. Teaming Subcontractors are defined in section L.8(a)(2). The Offeror's other subcontractor(s), not meeting the Teaming Subcontractors definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (b), to that portion of the work that the Teaming Subcontractor is proposed to perform under this solicitation.
- (d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, limited liability company, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.

- (e) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or Teaming Subcontractors, shall describe its relevancy to the Master IDIQ PWS and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Master IDIQ PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of a teaming arrangement as defined in FAR 9.601(1) and/or Teaming Subcontractors. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror's proposed approach.
- (f) Performance information. The Offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contract and actions initiated to address these matters, and the effect the actions taken had on the performance of the contract. Examples of problems to be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, and cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the reference contract. For the reference contract, the Offeror shall also identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.
- (g) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, *List of Contracts Terminated for Default*, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors that were terminated for default, including the reasons therefore, within the past four (4) years from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-3, Past Performance Reference Information Forms. If there are no terminated contracts for default to report, Attachment L-5, *List of Contracts Terminated for Default*, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.
- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4, Past Performance Cover Letter and Questionnaire, to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two (2) weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.

U S. Department of Energy  
Attention: George Champlian, Contracting Officer, Hanford  
Address: 2430 Stevens Center Place, Suite 258  
City/State/Zip: Richland, WA 99354

E-mail: [TCC@emcbc.gov](mailto:TCC@emcbc.gov)

Phone: (509) 376-6678

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY  
RFP No. 89303319REM000044

- (3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – *Competitive Acquisition*” related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided above to confirm the receipt of any questionnaires.
- (i) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases such as the Government’s CPARS. The Government will only consider information for work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (b), and within the last four (4) years from the original solicitation issuance date.
- (j) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1) and Teaming Subcontractor(s), shall provide a listing on Attachment L-10, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last four (4) years from the original solicitation issuance date. This includes contracts for which the Offeror or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies.
- (k) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or Teaming Subcontractor that is being reviewed. If there is a problem with a proposed Teaming Subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s/Teaming Subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all Teaming Subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/Teaming Subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303319REM000044 for the Tank Closure Contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

\_\_\_\_\_  
\_\_\_\_\_

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

### **L.15 Task Order Proposal Preparation Instructions, Volume III – Task Order Cost and Fee Proposal**

(a) General – Offeror shall propose cost and fee by providing the following:

- (1) Task Order 1 – Transition: Table B-1, *Estimated Total Cost*, and Table B-2, *Task Order CLIN Structure*, in Section L, Attachment L-11, *Task Order 1 - Transition*. The Offeror shall propose cost in support of this task for the duration of the POP as outlined in Attachment L-11, *Task Order 1 – Transition*.
- (2) Sample Task Order 2 – SST Retrieval and Closure: Table B-1, *Target Cost and Fee Information*, and Table B-2, *Task Order CLIN Structure*, in Section L, Attachment L-12, *Sample Task Order 2 – SST Retrieval and Closure Period*. The Offeror shall propose cost and fee in support of this task for the duration of the POP as outlined in Attachment L-12, *Sample Task Order 2 – Single-Shell Tank Retrieval and Closure*.
- (3) Task Order 3 – Efficient Base Operations: Table B-1, *Target Cost and Fee Information*, and Table B-2, *Task Order CLIN Structure*, in Section L, Attachment L-13, *Task Order 3 – Efficient Base Operations*. The Offeror shall propose cost and fee in support of this task for the duration of the POP as outlined in Attachment L-13, *Task Order 3 – Efficient Base Operations*.
  - (i) In support of Master IDIQ PWS Sections C.2, C.3, C.4, and C.8.1, the cost and fee proposed shall include the entirety of Core Functions for the duration of the POP as outlined in Attachment L-13, *Task Order 3 – Efficient Base Operations* and L-16, *WBS Dictionary for Task Order 3 – Efficient Base Operations*.
  - (ii) Offerors shall also review Attachment L-17, WBS Dictionary for *Task Order 3 – Supplemental Information*. The scope outlined in the attachment is potential future scope, and as such, Offerors shall bid any Core Function services pertaining to the scope. Those costs shall be included in the appropriate WBS's within the estimate for Task Order 3.

The Offeror shall ensure the completed Task Orders 1, 2, and 3, B-1 and B-2 Tables, are consistent with Section L, Attachment L-7 entitled, *Cost Summary Worksheets*, in accordance with the instructions in this provision. Teaming Subcontractors, as defined in L.8(a)(2), are not required to

complete Section B or the corresponding B Tables. In accordance with FAR 15.403-1 entitled, *Prohibition on Obtaining Certified Cost or Pricing Data*, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3 entitled, *Requiring Data Other Than Certified Cost or Pricing Data*, Offerors shall provide data other than certified cost or pricing data, in support of its proposed cost and fee in the format specified in these instructions.

Offerors are required to submit data and information adequate for the CO to evaluate the reasonableness of the price and to determine cost realism and whether the Offeror demonstrates a clear understanding of the solicitation requirements. Submitted data and basis information shall be provided in the native format. Native format files shall include all formulas and calculations utilized by the Offeror during proposal development when applicable. Submission by the Offeror of unrealistically low or high proposed costs or price may adversely affect the evaluation of the proposal.

**Instructions: Task Order Cost and Fee Proposal**

- (b) The Offeror and any Teaming Subcontractor shall prepare its Volume III Cost and Fee Proposal in accordance with the instructions in paragraphs (b) through (u).
- (c) Cost and fee information shall be included in Volume III, *Tasks Cost and Fee Proposal*. The rates and other pricing proposed by the Offeror are binding.
- (d) The pages in Volume III, *Tasks Cost and Fee Proposal*, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. Electronic copies of proposal files shall be organized and submitted in native file format. There is no page limitation on Volume III.
- (e) The Offeror shall utilize, with no exceptions, the binding assumptions included within the Section L, Attachment L-8, “Cost Assumptions” and the Supplemental Information contained within Task Order 3 – Efficient Base Operations when preparing its cost and fee proposal. For proposal preparation purposes, the Offeror shall use a 60-day Contract Transition Period. Proposed costs and fee shall be on a Government fiscal year (GFY) basis from October 1 through September 30. Costs shall be proposed in FY20 dollars (October 1, 2019 through September 30, 2020).
- (f) The Offeror shall provide its proposed cost and fee amounts for the Task Orders listed in the table below.

**Table L-5. Task Orders to be Proposed by Offeror**

Task Orders	
<b>Task Order 1: Transition</b>	
<b>1</b>	<b>Transition</b>
<b>Sample Task Order 2: Single-Shell Tank Retrieval and Closure</b>	
<b>1</b>	<b>Single-Shell Tank Retrieval and Closure</b>
<b>Task Order 3: Efficient Base Operations</b>	
<b>1</b>	<b>Efficient Base Operations</b>

- (g) The Offeror shall not propose fee for Task Order 1 – Transition. The Offeror shall not propose a target fee that exceeds 10 percent for Sample Task Order 2 – Single-Shell Tank Retrieval and Closure, and 7 percent for Task 3 – Efficient Base Operations.
  - (h) The Offeror’s cost and fee proposal shall align with the Offeror’s Volume II, *Technical and Management Proposal*.
  - (i) Work Breakdown Structure (WBS) Dictionary – Offerors shall not submit WBS Dictionaries with their proposal package. For WBS Dictionaries, refer to Attachment L-14, “TCC WBS Dictionaries.”
  - (j) Basis of Estimate (BOE) – The Offeror and Teaming Subcontractors shall provide narrative support sufficient to explain the development of the costs/prices proposed for each “Task Order WBS Level 5” shown in Attachment J-17, “Att. J-17 Task Order WBS” tab, using the BOE template provided in section (u) of these cost instructions. The Offeror shall provide BOEs that thoroughly document respective estimates and align with the Offeror’s Volume II, *Technical and Management Proposal*. The Offeror shall utilize Attachment J-17, “Att. J-17 Core Functions Xwalk” tab in order to align the Master IDIQ Section C scope with the Task Order WBS for Task Order 2 for proposal preparation.
- (1) The detailed BOE narrative description shall provide, at a minimum, the following information:
- (i) Detailed description of proposed scope and technical approach to allow a complete understanding of how the Offeror plans to complete the proposed work scope in its entirety, as well as, how the resources were estimated in order to implement the technical approach;
  - (ii) The lower level estimate structure and the Offeror’s proposed P6 Activity IDs. The Offeror shall develop a level 6 Task Order WBS as required in section (k) of these cost instructions, and shall provide that structure;
  - (iii) Description of the estimating method, estimating rationale, the estimating process and detailed assumptions, including the assumptions (both DOE-provided and Offeror/ specific) that were used to prepare the estimate;
  - (iv) Basis for proposed costs/prices;
  - (v) Source(s) of estimate information such as parameters, values, model approach, and model calibration (where parametric estimates were used);
  - (vi) Description of how each labor resource code, manual and non-manual labor hours, and any estimating factors were determined;
  - (vii) Basis for development of the hours of a full-time equivalent (FTE) employee if FTEs are used as a unit of measure in the estimate;
  - (viii) All relevant P6 activities and descriptions of how the P6 activities align with the estimate;
  - (ix) The names and work scope associated with subcontractors’ costs. The Offeror shall provide an explanation as to how the costs were developed; and
  - (x) Other related information that provides clarity and facilitates understanding of the Offeror’s proposed cost/price.
- (2) The Offeror may propose the following allowances or factors as part of its proposal if consistent with the Offeror’s estimating practices: small tools; fuel, oil, gas and maintenance; personal protective equipment; office supplies; and consumables. For proposed allowances or factors, the

Offeror shall submit information and support for the use of estimating allowances or factors in order to thoroughly provide the basis and a clear understanding for the proposed pricing. Each estimating factor that the Offeror uses shall be described in each relevant BOE.

- (3) The BOE shall be a standalone document within Volume III, separate from the estimate calculations.
- (k) Proposed Task Order Cost (for Task Order 1, Sample Task Order 2, and Task Order 3 listed in (f) above) – The Offeror (Teaming Subcontractors shall complete Attachment L-6 Subcontract Cost Detail Worksheets) shall complete the cost proposal worksheets within Section L, Attachment L-6, *Cost Detail Worksheets* and Attachment L-7, *Cost Summary Worksheets*, to the level of detail indicated in the attachments as well as related instructions within this provision under section (1) Cost Worksheet Instructions. The Offeror shall provide an activity based estimate and the required supporting documentation in accordance with this provision.
- (1) The Task Order Cost and Fee Proposal shall be mathematically correct with full traceability and consistency between Attachments L-6, L-7, and L-8; the Government provided WBS Dictionaries; the BOEs; the P6 schedule; and Volume II, *Technical and Management Proposal*. Attachments L-6 and L-7 shall be provided with all excel formulas visible and unlocked. The Offeror shall include all relevant formulas used in development of the L-6 and L-7 attachments.
- (2) Offeror Proposed Non-Labor Resource Codes - The Offeror and any Teaming Subcontractors shall propose unique resource codes for Materials/Supplies, Subcontracts, Taxable PO's & Contracts, Owned Equipment, Rented Equipment, Government Furnished Cost, and Misc. Other Originated Costs. The unique resource codes shall follow the example in Attachment L-6, tab entitled, "Proposed Non-Labor Res. Codes." The Offeror and any teaming subcontractors shall utilize the Government Provided Resource Code from Attachment L-8, tab entitled "Resource Codes" with a dash and a unique numeric value for each Offeror proposed resource code.
- (i) Each Offeror Proposed Resource Code shall be assigned the corresponding resource type and resource class of each base resource element (Material, Subcontracts, Taxable Subcontracts, Equipment, Taxable Equipment, Government Furnished Cost, Other Direct Costs) as indicated in Section L, Attachment L-8, "Resource Codes" tab, for each Offeror Proposed Resource Code. A **unique unit of measure** and **unique unit rate** shall be assigned for each. The Offeror shall provide a list of all unique resource codes that are used in the proposal, following the example in Attachment L-6, tab entitled, "Proposed Non-Labor Resource Codes." The list of Offerors proposed non-labor resource codes shall include at a minimum the resource type, resource class, Offeror Proposed Resource Code, Offeror Proposed Resource Description, unit of measure, Government Provided Resource Code, and Government Provided Resource Code Description.
- (ii) **Teaming Subcontractors** – Each Teaming Subcontractor shall provide their list of unique resource codes following the example in Attachment L-6, tab entitled, "Proposed Non-Labor Res. Codes" in a separate digital file.
- (3) Usage Based Services (UBSs) – The Offeror shall utilize (UBS) rates in Section L, Attachment L-8, tab entitled "UBS Rates" for services provided to the Offeror from OHCs. The Offeror shall not create new resources or rates for UBS. The UBS resources and rates are representative of all services provided to the Offeror (Mandatory and Optional) in Section J, Attachment J-3, *Hanford Site Services and Interface Requirements Matrix*. If the Offeror chooses not to receive



an optional UBS then the Offeror shall clearly define and backup all labor, material, and other costs related to self-performing that service. Optional and mandatory services are defined in Section J, Attachment J-3.

- (l) Task Orders Cost Elements – The Offeror’s cost proposal shall be provided in Section L, Attachments L-6 and L-7, by labor costs (including labor codes, labor hours, and labor rate for each labor resource type), fringe, materials/supplies, equipment, subcontract, other direct costs, use tax, and Business and Occupation (B&O) tax.
- (1) Labor – The Offeror shall complete the “Offeror Proposed Labor Rate Buildup” worksheet in the tab entitled “Proposed Labor Rate BU” and *J-14 IDIQ Labor Rate Schedule – Government Fiscal Year (FY) 2020* worksheet in the tab entitled “J-14 IDIQ Labor Rate Schedule” located in the Section L, Attachment L-6 and in Section J, Attachment J-14 to provide the proposed direct labor rates by labor category for FY20. The labor rates and buildup provided in Section L, Attachment L-6 shall match the labor rates and buildup in Section J, Attachment J-14. The Offeror shall utilize a single labor rate per labor resource during proposal development. All proposed rates shall be accompanied by supporting documentation. The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.
  - (i) The Offeror shall use the Government Provided Resource Codes and Government Provided Resource Code Descriptions identified in Attachment L-8, *Cost Assumptions* as the “Equivalent Gov’t Provided COCS Code” and “Equivalent Gov’t Provided COCS Code Description” when preparing the Labor Rate Build-Up. The Offeror may propose labor rates for labor resources not identified in Section L, Attachment L-8, provided the labor resources are consistent with the *Environmental Restoration/Waste Management Activities Common Occupational Classification System (COCS)*, Revision 3, which is posted to the EMCBC TCC Acquisition Website’s Documents Library. If the Offeror chooses to provide labor resource codes not identified in Section L, Attachment L-8, then the Offeror shall list the relevant COCS code and description from the COCS, Revision 3 in the “Equivalent Gov’t Provided COCS Code” and “Equivalent Gov’t Provided COCS Code Description” columns of the Offeror Proposed Labor Rate Build-Up.
  - (ii) **Teaming Subcontractors** – Each Teaming Subcontractor as defined in L.8 paragraph (a)(2), shall provide the same labor resource code information as required for the Offeror, including backup and supporting documentation. Teaming Subcontractor labor resources and rates shall be provided within the Section L, Attachment L-6, “Subcontract Cost Detail Worksheets” in the “SUB Proposed Labor Rate BU” tab.
    - (A) A separate copy of the Attachment L-6 “Subcontract Cost Detail Worksheets” shall be created and completed for each Teaming Subcontractor.
    - (B) Teaming Subcontractors are not required to have an Equivalent Government Provided COCS Code and Description if there is no equivalent code or description within the Government Provided labor rates and the “Environmental Restoration/Waste Management Activities Common Occupational Classification System (COCS), Revision 3.”
  - (iii) All proposed labor rates shall be consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements in accordance with

the HAMTC Bargaining Agreement, the Hanford Site Stabilization Agreement (HSSA), and the Service Contract Labor Standards, as applicable.

- (iv) For informational purposes, government provided labor rates are provided in the TCC Acquisition Website's Documents Library titled "TCC Government Provided Labor Rate Buildup." Offerors are not required to use the provided labor rate information however the rates posted in the documents library are based on historical rates at the Hanford Site for the equivalent work scope in this RFP.
  - (v) Additionally, the Offeror and any Teaming Subcontractors shall assume overtime is not available.
- (2) Fringe – The government provided fringe benefit rate for site personnel is provided in the TCC Acquisition Website's Documents Library document titled "TCC Government Provided Labor Rate Buildup." The DOE provided fringe includes Paid Time Off (PTO), Washington State Department of Labor and Industries, Worker's Compensation, and payroll taxes. PTO consists of vacation, sick, holiday, site specific paid absences (80 hours of holiday site closure pay, jury duty, family death, weather closures/releases), and the annual raise effect on the inherited absence liability pool. The PTO rate is in accordance with the HAMTC agreements and proposed non-represented paid sick and vacation compensation packages. Payroll taxes consist of employer's portion of Federal Insurance Contribution Act (FICA), Medicare, Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA). The government utilized a normalized fringe percent applied to all labor resources equally. The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.
- (i) The Offeror may use the government provided fringe benefit rates. If the Offeror chooses to propose its own fringe benefit rates, the Offeror should consider the RFP clauses and requirements, federal laws and requirements, and Washington state laws and requirements when developing the proposed fringe benefit rates. The Offeror shall provide sufficient documentation to support the proposed fringe benefit rates. The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Offeror) shall be applied to all labor. All Offeror and Teaming Subcontractor proposed fringe rates shall be built-up in the appropriate worksheets in Attachment L-6.
- (3) Subcontracts – For proposed subcontractors, as well as taxable PO's and contracts, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision. The Offeror shall provide basis information for all proposed subcontracts which includes but is not limited to the scope, resources, rates, materials, and any other information used to develop the proposed subcontract costs. Examples of supporting documentation for subcontract costs that can be used to provide basis information include vendor quotes and affiliate pricing agreements.
- (4) Other Direct Costs – Items not covered elsewhere, and included in the cost/price proposal as a direct cost, shall be documented and justified by providing a breakout of costs and the cost basis in the BOE (e.g., the number of hours/quantities and the hourly/unit charge). The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.
- (5) Taxes – As applicable, the Offeror shall show the calculation of taxes against total price, or portions thereof. The Offeror shall disclose the types of taxes and the rate(s) used in its

computation. The Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision. The Offeror shall use the following provided rates:

- (i) Use Tax – 8.6 percent shall be applied to materials/supplies, taxable subcontracts and taxable equipment only.
  - (ii) B&O Tax – 0.471 percent shall be applied to all resources following the application of all other burdens (excluding fee).
- (6) Materials/Supplies – For the proposed materials/supplies, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision. The Offeror shall supply a bill of materials or other equivalent basis information where applicable in order to show the material cost and pricing.
- (7) Equipment – For the proposed equipment, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6 and L-7, as well as related instructions within this provision.
- (8) Other Support – The Offeror shall not propose costs for corporate home office support. Corporate home office is defined as office responsible for directing or managing two or more but not necessarily every segment of an organization. Offeror may submit request for fair and reasonable recovery of allowable and allocable costs related to any parent organization support approved by DOE in accordance with Section H clause entitled, *Parent Organization Support*.
- (9) General & Administrative – The Offeror shall not propose costs for General & Administrative functions to other resources. All General & Administrative costs shall be proposed as direct resources within Task Order 3, under Task Order WBS T.3.2.
- (i) **Teaming Subcontractors** – Teaming Subcontractors may propose General & Administrative functions as indirect costs. All General & Administrative functions shall be proposed within the Teaming Subcontractor’s Fringe buildup. See section (1)(2) of these cost instructions.
- (10) The Offeror and Teaming Subcontractors shall not propose any additional Cost Elements. All proposed costs shall be assigned to one of the cost elements provided. It is suggested that Teaming Subcontractors include any desired cost allocations or adders as part of the unit rate basis; within the labor base rate; or within the labor fringe buildup.
- (m) Task Order Cost Worksheet Instructions – These instructions apply to Attachments L-6, *Cost Detail Worksheets*, L-6, *Subcontract Cost Detail Worksheets* and L-7, *Cost Summary Worksheets*.

#### **L-6 Cost Detail Worksheets**

- (1) “J-14 IDIQ Labor Rate Schedule” tab - This worksheet is an electronic format of Section J, Attachment J-14, “J-14 IDIQ Labor Rate Schedule” for the Offeror’s use in proposal of labor rates.
- (i) The Offeror shall fill out each column of the “IDIQ Labor Rate Schedule” tab as follows:
    - (A) The “Offerors Labor Resource Code” column requires a unique code to identify each labor resource.

- (B) The “Offerors Labor Resource Code Description” column requires a unique description for each resource code that effectively describes the labor resource.
  - (C) Only Sample Task Order 2 – SST Retrieval and Closure may need to include escalation of 2.3%.
  - (D) The “Equivalent Gov’t Provided COCS Code” column requires the equivalent government provided labor resource code for each Offeror provided resource. See Section (I)(1)(i) of these cost instructions for government equivalent labor resource code information.
  - (E) The “Equivalent Gov’t Provided COCS Code Description” column requires the corresponding resource description for each Equivalent Gov’t Provided COCS Code. See Section (I)(1)(i) of these cost instructions for government equivalent labor resource code information.
  - (F) The “Offerors Labor Base Rate” column shall provide the proposed resource rate for each labor resource in FY20 dollars. The labor base rates shall match the rates used in the “Estimating Flat File” tab for the respective resources.
  - (G) The “Offerors Burdened Labor Rate” column shall provide the burdened labor rate as calculated in the “Proposed Labor Rate BU” tab in the “Offerors Burdened Labor Rate” column.
  - (H) The “Fringe Percent Adder” column shall provide the total fringe percentage applied to each labor base rate. The Offerors Burdened Labor Rate shall equal the Offerors Base Labor Rate multiplied by the total of one plus the Fringe Percent Adder for each resource code.
- (ii) The labor resources provided in the “J-14 IDIQ Labor Rate Schedule ” tab shall match the resources provided in the “Proposed Labor Rate BU” tab in the same file.
- (2) “Proposed Labor Rate BU” tab – The Offeror shall use this worksheet to provide a labor rate buildup. The values in this tab shall be used to fill in the J-14 IDIQ Labor Rate Schedule - Government Fiscal Year (FY) 2020 worksheet in the “J-14 IDIQ Labor Rate Schedule” tab in Attachment L-6 and the “J-14 IDIQ Labor Rate Schedule - Government Fiscal Year (FY) 2020” worksheet in Section J, Attachment J-14.
- (i) The Offeror shall develop the Fringe section of this document according to the Offeror’s Fringe estimate methodology. Columns within the Fringe section of the worksheet may be added or deleted based on the Offerors labor rate buildup methodology, as applicable.
  - (ii) **The Fringe section of this tab shall contain formulas and links as necessary for calculation of the Offeror’s Burdened Rate.**
  - (iii) The “Fringe Percent Adder” column shall be calculated by taking the “Offerors Burdened Labor Rate” (after Fringe is applied) minus the “Offerors Base Labor Rate” then divided by the “Base Labor Rate” for each labor resource. The Fringe Percent Adder shall match the Fringe Percent Adder used in the “Estimating Flat File” tab.
- (3) “Proposed Non-Labor Res. Codes” tab provides an example of how the Offeror and Teaming Subcontractor is to assign resource codes for Non-Labor resources. The Offeror and Teaming

Subcontractor shall provide a list of resource codes for all proposed non-labor resources. See paragraph (k)(2) of these instructions.

- (4) “Estimating Flat File” tab – The data within the Estimating Flat File are not to include entries for roll-up WBS elements (i.e., no subtotal or total lines). Offeror shall roll up costs as required within the Attachments L-6, “Cost Detail Worksheets” and Attachment L-7, “Cost Summary Worksheets” using the raw data from this Estimating Flat File.
- (i) Any estimating factors proposed by the Offeror shall be applied prior to entering the data into the Flat File and shall be supported in the BOE (i.e., if using a productivity factor for labor, the flat file should reflect the labor cost post-application).
  - (ii) **The Offeror shall not add or delete columns from the Estimating Flat File. The Offeror shall not edit column titles in the Estimating Flat File.**
  - (iii) The Estimating Flat File shall be completed under the following specifications and instructions:
    - (A) The “Control Position” column requires a unique identifier for data evaluation. The “Control Position” shall start with one (1) and continue in sequential order for all lines of data and shall never repeat. Control Position values shall not be skipped.
    - (B) Section “Task Order WBS” in the table shall contain Government provided and Offeror defined numbers and descriptions in accordance with Attachment J-17, *Task Order WBS*.
    - (I) The Offeror shall assign a “Task Order WBS Number” and its associated “Task Order WBS Description” for each line of data for Task Order WBS levels 1 thru 5. A Task Order WBS and description shall be provided where the Offeror is required to develop a 6<sup>th</sup> level Task Order WBS. See section (n)(2) of these cost instructions.
    - (C) Section “Offeror's Estimating Data” contains the Offeror’s data and shall be filled out according to each column title as follows:
      - (I) Columns “P6 Activity ID” and “P6 Activity ID Description” – The Offeror shall provide an Activity ID and associated description for each line of data. The activity ID and description shall correspond to an activity ID and description provided within the Offeror’s P6 schedule (.XER). See Section L.13 of this RFP.
      - (II) Column “Compnay Name “ – The Offeror shall provide the name of the company performing the work for each line of data. For self-performed scope, the Offeror shall use the Offeror’s company name (not parent organizations). For scope performed by subcontractors that have not been identified, the Offeror shall use the value ‘Unknown Subcontractor’. All Teaming Subcontractors shall be identified by name in this column for all scope that is proposed to be completed by the Teaming Subcontractor.
      - (III) Column “Resource Type” – Offeror shall provide the Resource Type (Labor, Material, Subcontractor, Other) for each line of data. See Section L, Attachment L-8, “Resource Codes” tab for a complete listing of Resource Type designations. Only one (1) Resource Type may be used for each entry.

The Resource Type for Offeror proposed resources shall match the values of the parent resource type in Section L, Attachment L-8 “Resource Codes” tab. See Offeror proposed resource provision in (k)(2) of these cost instructions.

- (IV) Column “Resource Class” – Offeror shall provide the resource class associated with the Government Provided Resource Code represented on each line of data. See Section L, Attachment L-8, “Resource Codes” tab for Resource Class designations. Exactly one (1) Resource Class shall be used for each entry. The Resource Class for Offeror proposed resources shall match the values of the parent resource type in Section L, Attachment L-8 “Resource Codes” tab. See Offeror proposed resource provision in (k)(2) of these cost instructions.
  - (a) For each line of data with a Resource Class of ‘Labor’, Offeror shall also apply fringe, and B&O tax in accordance with sub-paragraphs (l)(2), and (l)(5)(ii) of these instructions.
  - (b) For each line of data with a Resource Class of “Materials,” “Taxable Subcontracts,” or “Taxable Equipment,” Offeror shall also apply use tax, and B&O tax in accordance with sub-paragraphs (l)(5)(i) and (l)(5)(ii) of these instructions.
  - (c) For each line of data with a resource class of ‘Subcontracts’, ‘Equipment’, or ‘Other Direct Cost’, Offeror shall also apply B&O tax in accordance with sub-paragraphs (l)(5)(ii) of these instructions.
- (V) Columns “Offeror Proposed Resource Code” and “Offeror Proposed Resource Code Description” – Offeror shall assign a Resource Code and its associated resource code description for each line of data. The Offeror’s labor resource codes shall align with the resource codes from the “Offerors Labor Resource Codes” column in Section L, Attachment L-6, tab “J-14 IDIQ Labor Rate Schedule” and the Offeror’s non-labor resource codes shall align with the resource codes to be provided in the Offeror’s non-labor resource code list. See provisions (l)(3) and (l)(6) of these cost instructions. Only one (1) Offeror Proposed Resource Code and its associated Offeror Proposed Resource Code Description may be used for each entry.
- (VI) Columns “Government Provided Resource Code” and “Government Provided Resource Code Description” – Offeror shall assign a resource code and its associated description for each line of data. The Government Provided Resource Code and description shall match with a government provided resource code from the Section L, Attachment L-8, “Resource Codes” tab columns (C) and (D). For added labor resources that do not have an equivalent Government Provided Resource Code in Section L, Attachment L-8, the Offeror shall instead list the value from the Offeror’s Section L, Attachment L-6 “J-14 IDIQ Labor Rate Schedule” tab, “Equivalent Gov’t Provided COCS Code” and “Equivalent Gov’t Provided COCS Code Description.” See provisions in (l)(1)(i) of these cost instructions for requirements when adding labor resources without a government equivalent value.

(VII) Column “Labor Base Rate” – Offeror shall provide the base unit rate for each respective labor resource. The Labor Base Rate should match the base rate provided in the “J-14 IDIQ Labor Rate Schedule” tab. The value shall be “0” for all non-labor resources.

(D) Section “Cost Data” shall contain the Offeror’s data and shall contain no blank cells. Offeror shall include a value of “0” for those cells that have no data. Number values in the Cost Data section shall be provided to **6 decimal places**. The Percent Adder columns shall contain the value of the adder applied to that line; For example, 8.6% shall be listed for Use Tax Percent Adder for taxable resources and 0% for non-taxable resources. Offeror’s data shall be completed according to each column title as follows:

- Quantity
- Unit of Measure
- Labor Hrs Per Unit Quantity
- Total Labor Hours (Labor Hrs Per Unit Quantity × Quantity)
- Labor Cost (Total Labor Hours × Labor Base Rate)
- Fringe Percent Adder
- Fringe Cost (Labor Cost × Fringe Percent Adder)
- Total Labor Cost (Labor Cost + Fringe Cost)
- Materials/ Supplies Unit Rate
- Materials/ Supplies Cost (Materials / Supplies Unit Rate × Quantity)
- Equipment Unit Rate
- Equipment Cost (Equipment Unit Rate × Quantity)
- Subcontract Unit Rate
- Subcontract Cost (Subcontract Unit Rate × Quantity)
- Other Direct Cost Unit Rate
- Other Direct Cost (Other Direct Cost Unit Rate × Quantity)
- Use Tax Percent Adder
- Use Tax Cost (Taxable Resource Cost × Use Tax Percent Adder)
- Total Direct Cost (Total Labor Cost + Material/ Supplies Cost + Equipment Cost + Subcontract Cost + Other Direct Cost + Use Tax Cost)
- B&O Tax Percent Adder
- B&O Tax Cost (Total Direct Cost × B&O Tax Percent Adder)

– Total Cost Without Fee (Total Direct Cost + B&O Tax Cost)

(E) Column “Notes” – The Offeror shall provide the cost basis for each proposed **non-labor** Resource Code represented on each line of data.

(5) “Direct Cost Summary” tab – The Offeror shall provide total direct cost by Task Order WBS by Cost Element for Task Order WBS Level 1 through Task Order WBS Level 5; see Attachment J-17, “Task Order WBS.” Each Task Order WBS shall roll cumulatively to higher tiered Task Order WBS Level. All proposed costs in the “Direct Cost Summary” worksheet shall reconcile to the values in the “Estimating Flat File” tab in Attachment L-6.

#### **L-6 Subcontract Cost Detail Worksheets**

(6) “Sub Proposed Labor Rate BU” – Each Teaming Subcontractor shall use this worksheet to provide a labor rate buildup. The instructions provided for the Offeror in paragraph (l)(2) of these cost instructions shall be followed by each Teaming Subcontractor when developing the “Sub Proposed Labor Rate BU” except as stated below:

- (i) Teaming Subcontractors are not required to provide Government Equivalent COCS codes or descriptions. See paragraph (k)(1)(ii) of these cost instructions.
- (ii) Teaming Subcontractors may provide additional markups, such as G&A, within their Labor Buildup. The Labor Percent Adder is the total equivalent adder including Fringe and any other Markups.
- (iii) Teaming Subcontractors shall supply detailed supporting documentation for all markups (i.e. Markups, Fringe, Other Markups).
- (iv) The Markups section of this tab shall contain formulas and links as necessary for calculation of the Offeror’s Burdened Rate.

(7) “Sub Estimating Flat File” tab – Each Teaming Subcontractor shall fill out this worksheet according the instructions provided for the Offeror in paragraph (l)(4) of these cost instructions, except as stated below.

- (i) Teaming Subcontractors are not required to provide a Government Equivalent COCS code or description. There are no Government Equivalent COCS code and Government Equivalent COCS code description columns within the “Sub Estimating Flat File” tab.
- (ii) Teaming Subcontractors shall add Fee Percent Adder, Total Fee and Total Cost Plus Fee values into appropriate columns of Flat File for each line of data. The Total Cost Without Fee plus the Total Fee shall equal the Total Cost Plus Fee. The Teaming Subcontractor’s Total Cost Plus Fee shall align with the applicable Subcontract Cost in the Offeror’s Attachment L-6, Cost Detail Worksheets, “Estimating Flat File” tab.
- (iii) Teaming Subcontractors shall provide the Labor Percent Adder in lieu of a Fringe Percent Adder in the “Sub Estimating Flat File” tab. The Labor Percent Adder values shall correspond to the subcontractor proposed values in the ‘*Sub Proposed Labor Rate BU*’ tab. See section (l)(6) of these cost instructions. For non-labor resource lines of data, the Labor Percent Adder value shall be “0.”
- (iv) B&O tax shall be applied at the Teaming Subcontract level, and again at the Offeror’s level. The B&O tax for the Teaming Subcontractor shall be applied within the “Sub



Estimating Flat File” tab, and the B&O tax for the Offeror shall be applied to the Teaming Subcontractor’s total cost (treated as a subcontract cost) in the “Estimating Flat File” tab.

### L-7 Cost Summary Worksheets

- (8) *Cost Summary Worksheets*, Proposed costs in Attachment L-7 shall reconcile to the values in the “Estimating Flat File” tab contained in Section L, Attachment L-6, *Cost Detail Worksheets*.
- (9) “Cost Summary by Task Order WBS” tab – The Offeror shall provide direct costs by Task Order WBS for Task Order Level 1 through Task Order WBS Level 5; see Attachment J-17, “Task Order WBS.”
- (10) “TO 1, TO 2, and TO 3 Cost Summary by Element” tabs – The Offeror shall provide direct costs by cost element for Task Orders 1, 2 and 3. The Offeror shall apply B&O tax to the total direct costs according to the provisions in paragraph (l)(5)(ii) of these cost instructions. The Offeror shall provide the Total Proposed Cost Excluding Fee by adding the total direct costs and the B&O tax cost together.
- (n) All cost estimating data shall be provided by the Offeror in accordance with Section L, Attachment L-6 “Estimating Flat File” tab, and per instructions in paragraph (m)(4) Tasks Cost Worksheet Instructions. All cost estimating data shall be fully traceable between the detailed costs in the Estimating Flat File and the worksheets included in Section L, Attachments L-6, L-7 and the P6 schedule.
  - (1) Examples of the type of information that would provide traceability include V-Lookup formulas between the worksheets or formulas that sum detailed costs to a higher level within the worksheets.
  - (2) The Offeror and Teaming Subcontractors shall utilize the Task Order WBS structure provided in Attachment J-17, “Att. J-17 Task Order WBS” tab during the Offeror’s estimate development. The Offeror shall create a lower level structure to a minimum of level 6 for each Task Order WBS Level 5 listed in the table below. The Offeror shall provide the lower level Task Order WBS in each relevant BOE. The Offeror shall provide the Level 6 Task Order WBS in Attachment L-6, “Estimating Flat File” tab under the columns “Level 6 - Task Order WBS Number” and “Level 6 - Task Order WBS Description.”

Task Order WBS – Level 5	Task Order WBS – Level 5 Description
T.1.1.1.1	Incoming Transition
T.2.1.1.1	Operations Management
T.2.1.1.2	ESH&Q
T.2.1.1.3	Engineering
T.2.1.1.4	Project Support
T.2.1.2.1	Readiness, commissioning and operation of retrieval systems
T.2.2.1.1	Tank layup and stabilization
T.2.2.1.2	Close Tank
T.3.1.1.1	Mission Planning & Analysis
T.3.1.1.2	Mission Integration & Optimization
T.3.2.1.1	Central Tank Management & Operations
T.3.2.1.3	Central Tank Operations - Maintenance

Task Order WBS – Level 5	Task Order WBS – Level 5 Description
T.3.2.2.1	SST Management & Support
T.3.2.2.2	SST Engineering & Technical Support
T.3.2.2.3	SST Operations
T.3.2.2.4	SST Maintenance
T.3.2.3.1	DST Management & Support
T.3.2.3.2	DST Engineering & Technical Support
T.3.2.3.3	DST Operations
T.3.2.3.4	DST Maintenance
T.3.2.4.1	242-A Management & Support
T.3.2.4.2	242-A Engineering & Technical Support
T.3.2.4.3	242-A Operations
T.3.2.4.4	242-A Maintenance
T.3.2.4.5	242-A Boiler Annex
T.3.2.5.1	LWPF Management & Support
T.3.2.5.2	LWPF Engineering & Technical Support
T.3.2.5.3	LWPF Operations
T.3.2.5.4	LWPF Maintenance
T.3.2.6.1	Sampling and Characterization
T.3.2.7.1	SST Chemistry and Integrity
T.3.2.7.2	DST Chemistry and integrity
T.3.3.1.1	Program Management
T.3.3.1.2	Environment, Safety, Health & Quality
T.3.3.1.3	Conduct of Operations
T.3.3.1.4	Nuclear Safety
T.3.3.1.5	Conduct of Engineering
T.3.3.1.6	Conduct of Maintenance
T.3.3.1.7	Fire Protection Program
T.3.3.1.8	Personal Property Management
T.3.3.1.9	Closure and Post-Cleanup Surveillance and Maintenance
T.3.3.1.10	Information Management
T.3.3.1.11	Security and Emergency Services
T.3.3.1.12	Interactions
T.3.3.1.13	Interface Management
T.3.3.2.1	Presidents Office
T.3.3.2.2	Finance/Accounting
T.3.3.2.3	Contracts/Procurement
T.3.3.2.4	Human Resources
T.3.3.2.5	Legal
T.3.3.2.6	Internal Audit
T.3.3.2.7	Employee Concerns Program
T.3.3.2.8	Hanford Site Benefits Plan Administration
T.3.3.2.9	Market-Based Benefits Contributions
T.3.3.2.10	Market-Based Benefits Administration
T.3.3.2.11	Miscellaneous Core Functions (need to provide description for every function at the 6th Level)

- (o) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.
- (p) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address, and telephone number of the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III, Cost Proposal. If the Offeror is a joint venture, this information must be provided for each entity.
- (q) Accounting System – The accounting system the Offeror shall utilize is part of the Business Management System (BMS). Refer to Section J, Attachment J-3.B, Service Number 51, *Business Management Systems*, for details.
- (r) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this contract.
  - (1) Information provided by the Offeror shall include, but is not limited to, the following:
    - (i) Financial Statements (audited, if available) and notes to the financial statements for the last three FYs (required for each member of the Offeror team arrangement if a teaming arrangement is used);
    - (ii) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror;
    - (iii) Any available lines of credit;
    - (iv) State what percentage of the Offeror's estimated total business a Contract award to the Offeror as a result of this solicitation will represent during the period of performance of such Contract for each parent corporation, based upon the percent ownership of the Offeror organization; and
    - (v) Describe the impact of this Contract on the Offeror's organization and contingency, limitation, and conditions affecting the availability of financing for this Contract.
  - (2) Using the above information and other information, the Government will make a FAR Part 9 entitled, *Contractor Qualifications*, responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from an audit entity, as part of the Government's consideration in making the responsibility determination.
- (s) If the Offeror, to include the members of a teaming arrangement, as defined by FAR 9.601(1), are covered by Cost Accounting Standards (CAS), the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant Government audit agency or other Government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant

Government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as the results of the audit(s).

- (1) If an item contained within the solicitation requires the Offeror to modify its current disclosed practices, the Offeror shall provide the areas a change will be required and the suggested document and word changes.
- (t) The Offeror shall not propose Government-Furnished Property for use during the performance of this Contract that is in addition to the Government Furnished Property List provided in the EMCBC TCC Acquisition website's Documents Library.
- (u) BOE Template – The Offeror shall fill in the template provided below for each 6th Level Task Order WBS according to the instructions in paragraph (j) of these instructions.

## Tank Closure Contract Basis of Estimate

Proposal WBS Level 5 T.X.X.X.X	Proposal WBS Level 5 Description
P6 Activity IDs	P6 Activity ID Descriptions

### 1.0 Detailed Scope/Technical Approach to Perform Scope of Work

Provide a list of activities for each lowest level proposal WBS in this scope of work. For each activity include a detailed description of proposed technical approach and how the activity supports the technical approach.

### 2.0 Estimate Basis and Methodology

#### 2.1. Labor

- Describe in detail the basis for the resources that were estimated in order to implement the proposed technical approach.
- Describe the methods and processes utilized in the development of the Offeror's estimate.

#### 2.2. Non-Labor

- Provide the work scope associated with each non-labor cost. Include subcontractor name.
- Provide a basis for the development of non-labor resources.
- Describe the methods and processes utilized in the development of the Offeror's non-labor costs if they differ from the methods and processes used in development of the labor costs.

#### 2.3. Cost Assumptions

- List all DOE-provided cost assumptions that were used in the development of this estimate (see L-8).
- List all Offeror -specific assumptions that were used in the development of this estimate.

#### 2.4. Cost Exclusions

- Provide a clearly stated list of excluded items and the rationale for their exclusion (such as furnishings, equipment, finishes, landscaping, etc.).

### 3.0 Cost Reasonableness

Provide the basis for the reasonableness of the proposed costs-prices. Reasonableness basis can include but are not limited to: data on the prices at which the same or similar items have been sold previously; cost data to the extent necessary for the contracting officer to determine a fair and reasonable price; data that supports any changes in market conditions or economic conditions that were used in development of the estimate.

Section 3 – Basis of Estimate

Page 1 of 2

Source Selection Information – See FAR 2.101 and 3.104

## Tank Closure Contract

### Basis of Estimate

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#### **4.0 Factors and Other Related Information**

Provide the basis for any factors used during that development of this estimate, including but not limited to productivity factors, locality factors, scrap and spoilage factors, and cost-capacity factors. Provide a narrative description of which activities and/or resources to which each factor is applied.

Provide any other related information that provides clarity and facilitates understanding of the Offeror's and critical subcontractor's proposed cost/price.

#### **5.0 Sources of Estimate Information**

- Provide a list of all sources of information including but not limited to: references; historical data; supporting data for allowances, factors, or other estimate values; models, model parameters, and model calibrations; backup data such as vendor quotes, contracting basis, overhead calculations; staffing plans, and bill of materials.
- Attach referenced sources of estimate information where applicable.

### **Is L.16DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)**

All Offers required by this solicitation are due no later than at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

### **L.17 DOE-L-2016 Number of Awards (Oct 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

### **L.18 DOE Contacts Regarding Future Employment**

Offerors may contact incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

### **L.19 DOE-L-2020 Small Business Set-Aside Information (Unrestricted)**

This acquisition is unrestricted and contains no small business set-aside provisions.

### **L.20 DOE-L-2026 Service of Protest (Oct 2015)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

George Champlain, Contracting Officer  
Hanford U.S. Department of Energy  
2430 Stevens Center Place, Suite 258  
Richland, WA 99354

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue S.W.  
Washington, DC 20585

Fax: (202) 586-4546

### **L.21 DOE-L-2027 Notice of Protest File Availability (Oct 2015)**

- (a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in

the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the *Freedom of Information Act*. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

## **L.22 DOE-L-2028 Agency Protest Review (Oct 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

## **L.23 FAR 52.225-10, Notice of Buy American Requirement – Construction Materials (May 2014)**

- (a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.



(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

#### **L.24 FAR 52.225-12, Notice of Buy American Requirement – Construction Materials Under Trade Agreements (May 2014)**

- (a) Definitions. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause 52.225-11 of this solicitation entitled, “Buy American Act - Construction Materials Under Trade Agreements (DOE Deviation) (FEB 2008).”
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11, *Buy American Construction Materials Under Trade Agreements* in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offeror requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11, for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11, does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall

be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested:

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

## **L.25 List of Section L Attachments**

**Table L-6. List of Attachments**

Attachment L-1	Performance Guarantee Agreement
Attachment L-2	Key Personnel Standard Resume Format
Attachment L-3	Past Performance Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default
Attachment L-6	Cost Detail Worksheets
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Attachment L-8	Cost Assumptions
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Attachment L-10	List of DOE Contracts
Attachment L-11	Task Order 1 – Transition
Attachment L-12	Sample Task Order 2 – Single-Shell Tank Retrieval and Closure
Attachment L-13	Task Order 3 - Efficient Base Operations
Attachment L-14	WBS Dictionaries for Task Order 1 – Transition
Attachment L-15	WBS Dictionaries for Task Order 2 – SST Retrieval and Closure
Attachment L-16	WBS Dictionaries for Task Order 3 – Efficient Base Operations
Attachment L-17	WBS Dictionaries for Task Order 3 – Supplemental Information

## Attachment L-1

### Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract [TBD] for the (Contract) dated [TBD], by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business \_\_\_\_\_ hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government

any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

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Date

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Name of Corporation

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Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

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Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

## Attachment L-2

### Key Personnel Standard Resume Format

(Resume must not exceed four (4) pages in length for each key personnel.)

Note: The Offeror may amend the format for Attachment L-2, *Key Personnel Standard Resume Format*, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward).

Name of Company with whom key person will be Employed:

Level of Security Clearance (or ability to obtain necessary clearance):

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the, relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on operations and completion type work. Describe how work experience relates to the solicitation and capability to function effectively in the proposed team position. Describe record of past success and accomplishments in performing work of similar scope to that required for the proposed position, with emphasis on operations and completion type work. Additionally, the following elements may be described: (i) Demonstrated change agent; (ii) Demonstrated recent growth in position; (iii) Recent experience in direct project execution; (iv) Experienced at formal partnering with client with demonstrated project execution and performance improvement; (v) Experienced in developing innovative approaches and their implementation; (vi) Experienced in incentive-based contracting; (vii) Experienced in employee incentive program design and implementation; (viii) Balance of commercial and public operational experience; and (ix) Experienced in successful regulatory interactions and reform.

Education, specialized training, and certifications that support the individual's qualifications and suitability for the proposed position: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

### **Three References**

(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers or positions.] )

Letter of Commitment: (A signed letter of commitment should be attached to each resume; use the letter of commitment format specified in Section L.12(c). Page limits for resumes do not include letters of commitment.)

## Attachment L-3

### Past Performance Reference Information Form

*(Completed Form limited to **nine** pages per reference contract. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information.)*

#### Past Performance Reference Information Form

1. <u>Name</u> and <u>DUNS #</u> of Offeror Submitting Proposal:	
2. <u>Name</u> and <u>DUNS #</u> of Company for which L-3 Form is being submitted:	
3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):	
4. <u>Name</u> and <u>DUNS #</u> of Entity Reference Contract Was Awarded To:	
5. Reference Contract <u>Number</u> : Reference Contract <u>Title</u> :	
6. Reference Contract Available in CPARS ( <i>i.e.</i> , <u>Yes/No</u> ):	
7. Reference Contract Client Point of Contact: *The reference point of contact must include the Contracting Officer (CO) (or equivalent), and may also include the Project Director or CO's Representative (or equivalents).	Name: Title: Telephone: Email: Address:
8. Reference Contract Period of Performance:	
9. Reference Contract Start Date:	
10. Reference Contract Completion/Termination Date:	
11. Reference Contract Type (e.g., Fixed Price, Time and Materials, Cost Plus Fixed Fee, Cost Plus Incentive Fee, Cost Plus Award Fee, etc.):	
12. Reference Contract Total Value and Approximate Average Annual Value ( <i>separately list fee if cost-type</i> ):	
13. Reference Contract Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = Request for Proposal release date):	

14. Portion (%) of work Company (identified in #2) is proposed to perform on Tank Closure Contract (TCC):	
15. Scope Company (identified in #2) is proposed to perform on TCC. List applicable Performance Work Statement elements:	
16. Scope Company (identified in #4) performed on Reference Contract:	
17. Complexity Company (identified in #2) is proposed to perform on TCC:	
18. Complexity of work Company (identified in #4) performed on Reference Contract:	
19. Describe any recognized accomplishments the company identified in #4 has received on the reference Contract:	
20. Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:	
21. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year completed within the last 4 years from the original solicitation issuance date:	
22. For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website ( <a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a> ) within the last FOUR (4) years from the original solicitation issuance date and corrective actions taken to resolve those problems:	
23. For the Reference Contract, demonstrate actual prior innovations, work performance improvements, cost efficiencies, and successful partnerships with the Government, Client, and Regulators.	
Note: The Offeror may amend the format for Attachment L-3, <i>Past Performance Reference Information Form</i> , as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed. Also, the information contained in the Offeror's submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.	



## Attachment L-4

### Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for \_\_\_\_\_

Dear “Client”:

We are currently responding to the U.S. Department of Energy (DOE) Request for Proposals No. 89303319REM000044 Tank Closure Contract (TCC) at the Hanford Site in Richland, WA.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

**YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:**

Email Address: TCC@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

U S. Department of Energy  
Attention: George Champlain, Contracting Officer, Hanford  
Address: 2430 Stevens Center Place, Suite 258  
City/State/Zip: Richland, WA 99354

If mailing, please mark the envelope:

“SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

## Past Performance Questionnaire

### A. Referenced Contract and Client Information

Referenced Contract and Client Information

<b>Name of Company Being Evaluated:</b>	
<b>Contract Number and Title Being Evaluated:</b>	
<b>Assessment Period for which Past Performance Questionnaire covers Company's performance:</b>	
<b>Evaluator's Name:</b>	
<b>Evaluator's Address:</b>	
<b>Evaluator's Phone &amp; Email:</b>	
<b>Evaluator's Organization:</b>	
<b>Evaluator's role in the management of the contract*:</b>	
<p>*The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.</p>	

### B. Rating Scale and Definitions

Rating Scale and Definitions		
Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.

Rating Scale and Definitions		
Rating	Definition	Note
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.  Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

### C. Assessment Areas

Please provide explanatory narratives to support your ratings.

#### 1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules?  
How well did the Contractor take measures to minimize delays that were within its control?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 3. Cost Control

Example: How well did the Contractor control its costs?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries?  
If given the choice, would you select this Contractor again to perform your required services?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

### 5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

### 6. Utilization of Small Business

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

### 7. Regulatory Compliance

Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

We greatly appreciate your time and assistance in completing this questionnaire.

**Additional Comments:**

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## Attachment L-5

### List of Contracts Terminated for Default

List of Contracts Terminated for Default

Client Name	Contract No.	Client Point of Contact (POC)	POC Information (address, phone no., email address)	Performance Period	Reason for Termination

Note: Information shall only be provided for contracts terminated within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.



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## **Attachment L-6**

### **Cost Detail Worksheets**

*See separate file.*

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## **Attachment L-7**

### **Cost Summary Worksheets**

*See separate file.*

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## **Attachment L-8**

### **Cost Assumptions**

*See separate file.*

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## **Attachment L-9**

**Reserved**



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## Attachment L-10

### List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in Federal Acquisition Regulation (FAR) 9.601(1) and teaming subcontractors, shall provide a listing of all U.S. Department of Energy (DOE) prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last 4 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or teaming subcontractors provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or teaming subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror and/or teaming subcontractor was a member organization in a joint venture, Limited Liability Company, or other similar entity as a prime Contractor to DOE. The below information should be provided for whom the DOE prime contract was awarded to, rather than a proposing entity under this solicitation.

<b>a. Prime Contract Number:</b>
<b>b. Contract Title:</b>
<b>c. Prime Contractor Name:</b>
<b>d. Prime Contractor DUNS Number:</b>
<b>e. Period of Performance:</b>

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## **Attachment L-11**

### **Task Order 1 - Transition**

*See separate file.*

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## **Attachment L-12**

### **Sample Task Order 2 – Single-Shell Tank Retrieval and Closure**

*See separate file.*

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## **Attachment L-13**

### **Task Order 3 – Efficient Base Operations**

*See separate file.*



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